

**SERVICE AGREEMENT BETWEEN CITY OF SUNNYVALE
AND BID AMERICA, INC.
FOR DOCUMENT IMAGING SERVICES**

THIS AGREEMENT, dated Aug 12, 2002, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and Bid America, Inc. ("CONTRACTOR").

WHEREAS, on May 24, 2002, CITY issued Request for Proposals No. F0205-70 for document imaging services; and

WHEREAS, CONTRACTOR has submitted a proposal in response to the Request for Proposals; and

WHEREAS, CITY has determined that the proposal submitted by CONTRACTOR is the best and most advantageous for CITY and that CONTRACTOR possesses the skill and expertise to perform the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services

(a) There are attached and incorporated by this reference the following exhibits:

- (1) Exhibit "A", consisting of Pages 2 through 9, inclusive, of that certain document entitled "Request for Proposals No. F0205-70". The document consists of the Notice Inviting Proposals, Instructions to Proposers, Specifications, Terms and Conditions, and Proposal Format, which was submitted to all prospective proposers.
- (2) Exhibit "B", consisting of Pages 10 through 13, inclusive, of that certain document entitled "Proposer Response Pages" and its attachments, presenting the response to "Request for Proposals No. F0205-70 " as submitted to CITY by CONTRACTOR.

(b) CONTRACTOR shall perform the services described in Pages 5 and 6 of Exhibit "A" (III. Specifications).

(c) The performance of such services shall be governed by Pages 7 and 8 of Exhibit "A" (IV. Terms and Conditions).

2. Contract Term

The term of the Agreement shall be three (3) years, beginning the date following the date of contract award by the Sunnyvale City Council, unless otherwise terminated. Agreement may be extended for two (2) additional one-year periods at the option of the City.

3. Compensation

CITY agrees to pay CONTRACTOR as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". CONTRACTOR shall submit all invoices for services to CITY in the manner specified in Exhibit "B".

4. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement, CONTRACTOR shall not accept an obligation which is inconsistent or incompatible with CONTRACTOR's obligations under this Agreement.

5. Confidential Information

CONTRACTOR shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONTRACTOR may become aware in the performance of its services.

6. Compliance with Laws

- (a) CONTRACTOR shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.
- (b) CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

7. Independent Contractor

CONTRACTOR is acting as an independent contractor in performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

8. Indemnity

CONTRACTOR shall indemnify, defend and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

9. Insurance

CONTRACTOR shall take out and maintain during the life of this Agreement policies of insurance as specified on pages 7 and 8 of Exhibit "A", attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified.

10. CITY Representative

CITY's Chief Building Official, as City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

11. CONTRACTOR Representative

Jim Spalding shall represent CONTRACTOR in all matters pertaining to the services and materials to be rendered under this Agreement. All requirements of CONTRACTOR pertaining to the services to be rendered under this Agreement shall be coordinated through the CONTRACTOR representative.

12. Notices

All notices required by the Agreement shall be in writing, and shall be personally delivered or sent by first class mail, postage prepaid or by commercial courier, addressed as follows:

To CITY: Chief Building Official
CITY OF SUNNYVALE
P.O. BOX 3707
Sunnyvale

To CONTRACTOR: Bid America, Inc.
Electronic Archiving Division
Attn: Jim Spalding
41085 Elm Street
Murrieta, CA 92562

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered.

Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

13. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

14. Termination

If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed and shall return any and all CITY records in its possession at that point in time.

15. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

16. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By Susan Kitchers
City Clerk 8-12-02

By City Manager
City Manager

APPROVED AS TO FORM:

B. D. Amores
("CONTRACTOR")

By R. L. B.
Deputy City Attorney

By [Signature]
[Signature] Division mgr.
Title and Date

EXHIBIT A

SECTION I. NOTICE INVITING PROPOSALS

This is an invitation to perform document imaging services for the Sunnyvale Department of Community Development for a period of three years, beginning the date following the date of contract award by the Sunnyvale City Council. Contract may be extended for two additional one-year periods at the option of the City. Required services include an initial conversion of approximately 407,700 images currently on microfiche to indexed CD-ROMs as well as regularly scheduled pickup and scanning, coding and indexing, and return of records generated throughout the contract term.

SECTION II. INSTRUCTIONS TO PROPOSERS

- A. **Preparation of Proposal** - Proposal shall be using the Proposer Response Pages included in this Request for Proposals (RFP). Proposer shall enter all requested information in the appropriate spaces on the Proposal Form and shall attach all requested information. No oral, telegraph, telephone, facsimile or electronic proposals will be accepted. All costs of proposal preparation shall be borne by the proposer.
- B. **Examination of Proposal Solicitation Documents** - The proposal solicitation documents consist of this Request for Proposals, each and every document listed in the Table of Contents of the RFP, and any addenda which may have been issued. Proposer shall thoroughly examine and be familiar with all proposal solicitation documents. Submission of a proposal shall constitute proposer's acknowledgment upon which the City may rely that proposer has thoroughly examined and is familiar with the proposal solicitation documents. Failure or neglect of proposer to receive or examine all or part of the proposal solicitation documents shall in no way relieve the proposer from any obligations with respect to this RFP or any resultant Service Agreement. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any part of the proposal solicitation documents.
- C. **Conformance to RFP Requirements** - Proposal shall conform to the requirements of this Request for Proposals. All requested attachments shall be submitted with the completed Proposer Response Pages and in the designated format. Failure to comply with all requirements may result in proposal rejection.
- D. **Interpretation of Proposal Solicitation Documents and Addenda** - Should a proposer discover conflicts or ambiguity in the proposal solicitation documents that require a decision or explanation, proposer may request an interpretation. Such a request shall be made in writing and delivered to the person identified on the cover page of this RFP no later than ten (10) calendar days before the deadline for receipt of proposals. Every interpretation made to proposers will be in the form of an Addendum issued by the City. Addenda, if issued, will be sent as promptly as possible to all parties that have been issued proposal solicitation documents. Only properly issued Addenda shall be binding upon City; any oral and/or other form of interpretation or clarification will have no legal or contractual effect. Proposers shall acknowledge the receipt of Addenda on the Proposer Response Pages.
- E. **Submission of Proposal** - Proposer shall submit an original (clearly marked 'Original') and five (5) copies (clearly marked 'Copy') of the completed Proposer Response Pages, together with any required attachments or explanatory materials, prior to the time and date set for receiving proposals as stated on the cover page of this RFP or any modifying Addenda. Proposal shall be delivered in a sealed envelope ***clearly marked with the applicable RFP number*** addressed to:
- City of Sunnyvale
Purchasing Division
City Hall Annex
650 West Olive Avenue
PO Box 3707
Sunnyvale, CA 94088-3707
- F. **Modification or Withdrawal of Proposals**
1. Before Date and Time for Receipt of Proposals - Proposals that contain mistakes discovered by a proposer before the date and time for receipt of proposals may be modified or withdrawn by written notice to City's Purchasing Officer received prior to the deadline. Any modification shall be clearly identified as such and shall be made in writing, executed and submitted in the same form and manner as the original proposal.

2. After Date and Time for Receipt of Proposals - A proposer may not modify its proposal after the date and time set for receipt of proposals. A proposer alleging a mistake in a proposal may be permitted to withdraw its proposal if proposer alleges that a mistake was made in its proposal that made the proposed pricing structure materially different than intended, provided that proposer gives written notice of the mistake and the manner in which it occurred to City's Purchasing Officer within five (5) calendar days following the deadline for receipt of proposals and City's Purchasing Officer deems it to be in the best interest of the City.

- G. **Late Proposals** - Proposer shall be responsible for the timely delivery of proposal. Proposals received after the deadline for receipt of proposals shall not be accepted and shall be returned to the proposer unopened unless necessary for identification purposes.
- H. **Public Opening of Proposals** - Each proposal, irrespective of any defects or irregularities, that has been received prior to the deadline for receipt of proposals, except those that have been properly withdrawn, will be publicly opened by a representative of the Purchasing Division at the date and time announced for such opening. If one or more members of the public are present, the name and address of each proposer will be read aloud at or shortly following the deadline for receipt of proposals.
- I. **Proposal to Remain Open** - The proposer shall guarantee its proposal for a period of sixty (60) calendar days from the date of public opening.
- J. **Non-Collusion Certification** - By submitting a proposal, proposer is certifying that it has not directly or indirectly been collusive with any other proposer in the preparation and submission of the proposal. If at any time it shall be found that the proposer to whom a contract has been awarded has, in presenting the proposal, colluded with any other party or parties, said proposer shall be liable to the City for all loss or damage which the City has or may suffer as the result of the collusive activity, including, but not limited to, the cost of advertising and awarding a new contract.
- K. **Proposer Qualifications** - To be considered, proposer must have demonstrated successful experience performing similar services of similar scope for a minimum of five years. References shall be provided in the appropriate space on the Proposer Response Pages.
- L. **Proposal Evaluation** - All proposals will be evaluated by an evaluation team, consisting of staff from the Departments of Finance, Information Technology, and Community Development.

Following is the target schedule for the proposal and contract award process:

Proposals due from interested firms	June 19, 2002
Proposal evaluation complete	July 3, 2002
Contract award by City Council	July 16, 2002
Contract start date	August 1, 2002

Each proposal will be awarded a maximum of 100 points, based upon the following evaluation criteria:

<u>Evaluation Criteria</u>		<u>Maximum Points</u>
1.	Proposal Responsiveness	10
	• Completeness of the proposal.	
	• Adherence to the specified format.	
2.	Qualifications and Experience of Proposer	30
	• Familiarity with the needs of public agencies, preferably municipalities.	
	• Input from references.	
	• Financial status and stability.	
	• Experience performing similar services of similar scope for other organizations.	

3.	Methodology	25
	<ul style="list-style-type: none">• Quality of proposer's plan for contract implementation.• Proposer's ability to complete the initial conversion within a timeframe acceptable to City.• Ease of use of proposed software	
4.	Proposed Pricing Structure	35
	Total Possible Points	100

The proposer deemed to have presented the most advantageous written proposal will be required to demonstrate its proposed software to City employees at a City site.

- M. **Sunnyvale Business License** – The successful proposer must either possess a current, valid Sunnyvale business license or must have submitted a Sunnyvale business license application and fee at the time of contract award.
- N. **Contract Award** - The acceptance of a proposal will be evidenced by a written contract delivered to the successful proposer for execution.
- O. **Contract Documents** - Contract documents will consist of this Request for Proposals; its attachment(s) and addenda, if any; the successful proposer's completed and signed Proposer Response Pages; the successful proposer's proof of insurance coverage; and an executed Service Agreement (Attachment A).
- P. **Reservations** - The City reserves the right to:
1. Postpone the date and time announced for receipt of proposals by issuance of an Addendum at any time prior to the deadline for receipt of proposals;
 2. Reject any proposal that is conditional in any way or that contains erasures, items not called for, items not in conformity with applicable law, changes, additions, alternate proposals, or any other modifications of the Proposer Response Pages which are not in accordance with the proposal solicitation documents;
 3. Make any investigations deemed necessary to determine proposer's qualifications and ability to provide the required services;
 4. Enter into discussions with any proposer to achieve clarification and/or full understanding of the proposal;
 5. Enter into negotiations with those proposers reasonably likely of being considered for selection for contract award; and
 6. Reject any or all proposals.

SECTION III. SPECIFICATIONS

- A. **Scope of Work** - Contractor shall provide any and all necessary expertise, hardware, software and equipment necessary to perform document preparation, scanning, coding and indexing services for the Sunnyvale Department of Community Development Planning and Building Divisions. Services include the initial conversion of a large quantity of existing microfiche records to CD-ROM and the ongoing conversion of new paper records, as required, throughout the contract term. Contractor shall provide two (2) copies of each CD-ROM delivered to City.
- B. **Contract Term** - The contract term shall be three years, effective the day following the date of contract award by the Sunnyvale City Council. The contract may be extended for two additional one-year periods at the option of the City.
- C. **Initial Conversion of Existing Records** - Contractor shall convert approximately 407,700 microfiche images (181,500 35mm images and 226,200 16mm images) to indexed CD-ROMs.
- D. **Ongoing Services** - Throughout the contract term and within two (2) working days of City request, Contractor shall pick up boxes of file folders and rolls of plans which contain City records from City's Building Division, 456 West Olive Avenue, Sunnyvale, CA 94086 and return same records and labeled CD-ROMs to the same location.
- E. **Software** - Contractor shall provide image viewing software for up to 100 concurrent City users to search and view scanned documents and an open Microsoft Access database with read and write access. Each CD-ROM shall have an auto loading copy of the search and viewing software to allow use on remote PCs/laptops, independent of City's Windows NT 4.0 network. City users shall be able to search, view and print the electronic documents quickly and easily.
- F. **Document Preparation** - Contractor shall remove staples and paperclips from hardcopy documents prior to scanning. After scanning, documents shall be stapled as found originally and replaced in file folders in the same order as when received. Likewise, file folders shall be placed back in boxes in the same order as when received.
- G. **Security** - Contractor shall follow the following security procedures in addition to Contractor's standard security procedures:
1. When picking up boxed documents and rolls of plans, Contractor's representative shall sign a receipt showing how many boxes and rolls are being picked up as well as the number of file folders per box. A maximum of 20,000 documents may be removed from City premises at any given time.
 2. Contractor shall not at any time sign for and receive additional documents while in possession of prior documents. Contractor's representative shall first sign a receipt showing the return of scanned documents and CD-ROMs before signing for new documents.
 3. Records shall be transported from City's Building Division to and from Contractor's place of business in a closed vehicle.
 4. Immediately upon delivery of documents to Contractor's place of business, records shall be stored in an enclosed and lockable room. Contractor shall always keep City's records in a locked environment.
 5. Contractor shall at any time be available to have its security procedures audited by City.
 6. Contractor shall not disclose, either verbally, electronically, by facsimile, in writing or otherwise, any information contained in City's documents in Contractor's possession.
- H. **Image Resolution/File Format** - Scanning resolution shall be a minimum of 300 dpi. File format shall be TIFF and convertible to Adobe Acrobat format.
- I. **Indexing** - Indexing structure shall be determined by City and Contractor following contract award but may vary, based upon record category. Each document may have up to four cross-reference indexes. Indexing will be done on the document level rather than on each page. Indexing may be accomplished by either manual data entry or automatic capture, as appropriate to each record category. Delivered CD-ROMs shall be in a format capable of easily loading the data onto City's network.

J. Quality Control - Contractor shall establish quality control measures to be certain that each CD-ROM meets the following criteria:

- Images are of the same or better quality than the original document.
- All documents presented for scanning are included in their entirety and in the order in which they were presented.
- All images are accurately named and indexed.

Prior to delivery to City, Contractor shall perform random testing of images to ensure appropriate image quality, proper directory structure and the accuracy and completeness of scanned documents.

All unacceptable images shall be corrected at no additional cost to City.

K. Time for Performance - Proposer shall indicate in its proposal its anticipated completion time for conversion of the initial backlog of records to CD-ROMs. Failure by the selected proposer to make reasonable progress in accordance with the approved performance schedule shall entitle City to seek services from alternate sources with the right to seek reimbursement from the proposer for amounts, if any, paid by the City over and above the proposer's contract price.

Turnaround time for the processing and return of documents created in the future on an ongoing basis shall not exceed two weeks.

Should the City have an urgent need for a particular document, box of documents or roll of plans in Contractor's possession, Contractor shall return such document or document(s) within 24 hours of request.

L. User Training - Contractor shall provide training at a City site for City staff who will use the scanned images, including how to search, view and print the electronic records. Training shall be provided at no additional cost to City.

M. Review of Microfiche and Sample Documents - Prior to the date and time for receipt of proposals, interested firms may set up an appointment to view samples of the microfiche and hardcopy documents to be converted to CD-ROM by calling Diana Perkins, Department of Community Development Building Division at (408) 730-7455.

SECTION IV. TERMS AND CONDITIONS

A. Nomenclature

1. As used throughout this RFP and its attachments, the following terms are synonymous:
 - a. "Successful proposer", "selected proposer" and "Contractor".
 - b. "Contract" and "Service Agreement".
 - c. "Services", "work", and "project".
2. "The City" refers to the City of Sunnyvale, California.

B. **Pricing Structure** - Services performed under this contract shall be invoiced in accordance with the Pricing section of the Proposer Response Pages. Proposed pricing shall be firm throughout the contract term.

C. **Terms of Payment** - Full payment shall be made within thirty (30) days from the date of receipt of invoice. If City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice. City shall endeavor to pay each invoice within thirty (30) days, but shall not be responsible to Contractor for additional charges, interest or penalties due to failure to pay within that period.

D. **Use of Subcontractors** - Contractor shall not subcontract any portion of the services described in this RFP unless approved by City in advance in writing.

E. **Permits and Licenses** - Contractor shall obtain and maintain throughout the life of the contract all permits and licenses required in connection with the work to be performed and shall provide copies of such permits and licenses to City, upon request.

F. **Indemnification** - Contractor shall indemnify, defend and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

G. Insurance

1. Contractor shall obtain and maintain throughout the life of the Service Agreement, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Avenue, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.
2. Contractor shall obtain *Workers' Compensation and Employer's Liability Insurance* for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.
3. Contractor shall obtain such *Commercial General Liability Insurance and Auto Liability Insurance* as shall protect Contractor, City, its officials, officers, directors, employees, and agents from claims which may arise from services performed under the Agreement, whether such services are performed by Contractor, by City, its officials, officers, directors, employees, or agents or by anyone directly or indirectly employed by either. The amount of insurance per policy shall not be less than the following: Single limit coverage applying to bodily and personal injury liability and property damage - \$2,000,000 aggregate, \$1,000,000 per occurrence.

4. The liability insurance shall include, but shall not be limited to:
 - a. Protection against claims arising from bodily and personal injury and damage to property, resulting from Contractor's or City's operations, and a separate policy for use of owned or non-owned automobiles with separate limits.
 - b. Coverage on an "occurrence" basis.
 - c. Broad form property damage liability. Deductible shall not exceed \$5,000 without prior written approval of the City.
 - d. Notice of cancellation to City at least thirty (30) days prior to the cancellation effective date.
5. The following endorsements shall be attached to the liability insurance policy:
 - a. The policy shall cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage shall be eliminated.
 - b. City shall be named as additional named insured with respect to the work to be performed under the Service Agreement.
 - c. The coverage shall be primary insurance so that no other insurance effected by City will be called upon to contribute to a loss under this coverage.

SECTION V. PROPOSAL FORMAT

Proposals shall include, at a minimum, the following information:

- A. **Proposer Response Pages**- Proposer shall complete all entries on the Proposer Response Pages included in this RFP and include the completed pages as Section I with its proposal. All entries shall be made using a typewriter or printer. The Proposer Response Pages shall be signed by an authorized representative of proposer.
- B. **Methodology** - Proposer shall include in its proposal a narrative describing how it will convert the described records to scanned images on CD-ROMs, including its security and quality control procedures.
- C. **Software/Hardware Requirements** - Proposer shall include in its proposal screen shots of its software application and a narrative that includes the following:
 - 1. A brief description of how the software works.
 - 2. An explanation of the current software upgrade schedule and costs.
 - 3. A description of the software installation process. (i.e., Is the software loaded onto individual workstations, on the network, provided on each CD?)
 - 4. Specifications for the hardware requirements to operate the software and store the images.
 - 5. An explanation of the current software maintenance policy if, for any reason, the contract is terminated or not renewed.
- D. **Indexing** - Proposer shall include in its proposal a narrative that explains how the indexing and searching capabilities work with the software and database and an explanation of how corrections are made to the database when documents are indexed improperly or spelling errors occur, (i.e., Can the City make these corrections?)
- E. **Timeline** - Proposer shall include in its proposal its timeline for completion of the initial backlog of records.
- F. **Training** - Proposer shall include in its proposal a description of the training it will provide to City staff, including length of training session, number of City staff to be trained, materials and manuals to be provided, etc.
- G. **References** - Proposer shall list three or more organizations for whom it currently provides ongoing document imaging services, including the following information for each organization: organization name and address, the name and telephone number of a contact person, and the number of years doing business with the organization.

PROPOSER RESPONSE PAGES

Honorable City Council
City of Sunnyvale
Sunnyvale, California

The undersigned proposer hereby offers to provide document imaging services in strict compliance with the specifications, terms and conditions set forth in this Request for Proposals.

General Information

1. Company Name : **BidAmerica**
2. Company Address: **41085 Elm Street, Murrieta, CA 92562**
3. Number of Employees: **24 with 18 being Full-Time**

Average annual business volume over last three calendar years: **\$1,200,000.00**

Number of Years Providing Document Imaging Services at this Location: **7**

Primary Contact Person for the City of Sunnyvale:

Name **Jim Spaulding**

Telephone No. **909-677-4819**

4. Business Organization Type. Indicate whether your firm is an individual proprietorship, partnership, corporation, etc. **California Corporation**

If incorporated, provide the following information:

Date of incorporation **3/85**

State of incorporation **California**

Names and Titles of All Officers and Directors

Steven Doulames

Diana Doulames

If an individual or partnership, provide the following information:

Formation date of Company _____

Name and address of all partners, indicating whether they are general or limited partners:

5. Indicate whether your firm has ever failed to complete any contract awarded to it. If so, note when, where and why. (Enter here or attach a narrative.) **Never.**

6. Indicate whether your firm has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors. **No**

7. List subcontractors, if any, who will provide services under this contract.

A. Company: **None**

Location _____

Subcontractor's role under this contract _____

B. Company _____

Location _____

Subcontractor's role under this contract _____

C. Company _____

Location _____

Subcontractor's role under this contract _____

7. Pricing.

A. Document Preparation \$12.50 per hour

Describe activities included in document preparation:

Remove all staples and bindings. Tape documents and plan sheets as needed in order for them to pass through scanners. Unfold bent pages. Re-Assembly: Place documents or plan sheets back in order received and bind them as original.

B. Image Clean-up, if requested (i.e. de-speckle/de-skew/border erase, etc.	<u>\$0.005</u> per image
C. Image Rotation, Manual	<u>\$0.01</u> per image
D. Scanning @ 300 dpi Resolution	
8-1/2" x 11"	<u>\$0.06</u> per image
8-1/2" x 14"	<u>\$0.06</u> per image
11" x 17"	<u>\$0.65</u> per image
Larger than 11" x 17"	<u>\$0.90</u> per image
Smaller than 8-1/2" x 11"	<u>\$0.06</u> per image
16mm Microfiche	<u>\$0.08</u> per image
35mm Microfiche	<u>\$0.105</u> per image
Building Plans, B size drawings	<u>\$0.90</u> per image
Building Plans, C size drawings	<u>\$0.90</u> per image
Building Plans, D size drawings	<u>\$0.90</u> per image
Building Plans, E size drawings	<u>\$0.90</u> per image

- E. Indexing \$9.00 per hour
- F. CD-R Mastering \$10.00 per CD
- G. Guaranteed not-to-exceed amount for the conversion of the initial backlog of microfiche, assuming a total quantity of 407,700 microfiche images (181,500 35mm images and 226,200 16mm images) \$59,925.00

ADDENDA

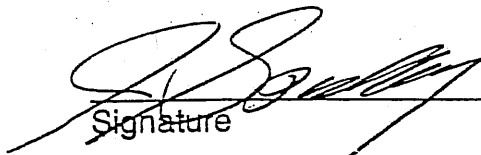
Proposer acknowledges receipt of the following Addenda:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

SIGNATURE


Signature

Jim Spaulding
Name (printed or typed)

909-677-4819
Telephone Number

33-0742320
Tax ID Number

Archiving Division Manager
Title

6/14/02
Date

909-677-4814
Fax Number

Business License will be procured prior to award of contract.
Sunnyvale Business License Number